

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS

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Contract No. [REDACTED]

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Pursuant to the terms of Contract No. AF [REDACTED] and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the [REDACTED]

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called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer, checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable cost of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this twenty-fifth day of April 19 61.

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WITNESSES

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By

Title

(note: In the case of a Corporation, witnesses are not required, but the following certificate must be completed.)

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C E R T I F I C A T E

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I, [REDACTED] certify that I am the Clerk of the corporation named as Contractor in the foregoing assignment; that [REDACTED] who signed said assignment on behalf of the Contractor was then Treasurer of said corporation by authority of its government body and is within the scope of its corporate powers.

(CORPORATE SEAL.)

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